RESOLUTION NUMBER 1

SERIES 1967

BE IT RESOLVED by the City Council of the City of Elgin that the Mayor of Elgin be, and he hereby is, authorized and directed to execute for and on behalf of the City of Elgin a lease agreement with the Elgin Chamber of Commerce for the lease of that certain property formerly belonging to Nels Rasmussen at the corner of Baltimore and Eighteenth Street in the City of Elgin, in substantially the form set forth in Schedule "A" hereto attached and by this reference made a part hereof.

DATED at Elgin, Oregon, this 7th day of March, 1967.

Robert K. Wiles - Mayor

Jack Bailey Council

Robin C. Simmons

Donald R. Richardson

Lenora Tolentino

Loyle W. Knapp

Jessie M. McDowell

City Council

ATTEST:

Ethel D. Wunderlich
City Recorder

Exhibit "A"

LEASE

THIS LEASE made this _____ day of March, 1967, between THE CITY OF ELGIN, OREGON, a municipal Corporation, hereinafter designated as Lessor, and ELGIN CHAMBER OF COMMERCE, a corporation organized and existing under and by virtue of the laws of the State of Oregon, hereinafter designated as Lessee, WITNESSETH:

Lessor, in consideration of and under the terms, covenants and conditions hereinafter set forth, hereby leases and grants to Lessee the premises described as follows:

That certain property formerly belonging to Nels Rasmussen at the corner of Baltimore and Eighteenth Street in the City of Elgin, Union County, Oregon.

TERM: This lease shall run for a period of one year from the date hereof.

PURPOSES: Lessee will use and occupy the premises for the purposes of restoring the old blacksmith shop located thereon and exhibiting the same and other historical items.

RENTAL: Lessee agrees to pay as rent for the above described premises the sum of One Dollar ($1.00). Execution of this lease by Lessor shall be an acknowledgment of the receipt of said sum.

COMPLIAN CE WITH LAW: The Lessee agrees that it will at its own expense promptly observe and comply with all present and furture laws, orders, regulations, rules, ordinances and requirements of Federal, State, County and City governments with respect to the use, care and control of the leased premises.

ASSIGNMENT AND SUBLEASE: The lessee covenants that this lease shall not be assigned and that no portion of the leased premises will be sublet by the Lessee without written consent of the Lessor. In the event that the Lessee makes such an assignment or sublease without the consent of the Lessor, this lease shall become null and void and the Lessor shall have the option and right to terminate this lease and re-enter upon the premises. The exercise of this option by the Lessor shall not be a waiver by the Lessor of any right to collect damages for the Lessee's breach of this covenant.

RETURN OF PREMISES: Upon the expiration of this lease or its termination for any cause, the Lessee will surrender said premises in as good order and condition as when received, reasonable wear and tear, damage from elements, fire, Acts of God, or other casualty excepted.

LIMITATION ON USE: The Lessee agrees that it will not suffer or permit said premises or any part thereof to be used for any purposes other than those provided for herein, and that it will at all times conduct and maintain its business in a lawful and proper manner.

UTILITIES: All utilities and services shall be supplied and paid for by the Lessee.

INJURY TO PROPERTY OR PERSON: The Lessee is to be responsible for the condition of the leased premises and the sidewalk in front of said premises during the term of this lease and any damage or injury to property or person resulting from the condition of said premises or sidewalk or the activities of the Lessee and his agents and employees thereon or any independent contractor hired by said Lessee and the Lessee agrees to indemnify the Lessor against any loss therefrom.

INSURANCE AND TAXES: Lessor and Lessee shall each insure its own property. Lessee shall pay any real property taxes and assessments on the property leased.

QUIET ENJOYMENT: The Lessee, on performing the covenants and observing the conditions of this lease, at all times during the term shall have the peaceable enjoyment of the premises without hindrance or disturbance by the Lessor or any person claiming through or under it or any person having paramount title.

CONDITIONS: This lease is subject to the following conditions: If the Lessee fails to perform any of the covenants herein or files a petition in bankruptcy, or is declared bankrupt or insolvent according to law, or makes an assignment for the benefit of its creditors, or if the leasehold estate is taken on execution, then at the option of the Lessor this lease shall terminate and the Lessor without notice or demand may re-enter the premises and remove all persons and effects therefrom without prejudice to any remedies which might otherwise be used by the Lessor for any breach of the Lessee's covenants.

HOLDING OVER: Any holding over by the Lessee after the expiration of the term of this lease, or the term of any extension thereof, at the option of the Lessor shall be either a tenancy from month to month or a wrongful holding over, and in the latter event the Lessee shall be in all respects a trespasser.

INTERPRETATION: All the covenants, agreements, conditions and terms contained in this lease shall be binding upon, apply and inure to the benefit of the heirs, executors, administrators and assigns respectively of the Lessor and the Lessee and all of said covenants

shall be construed as covenants running with the land. This paragraph shall not be construed as consent by the Lessor to the assignment or subletting of the leasehold premises.

WAIVER: Failure of the Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions in this lease contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's right to hereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

LITIGATION EXPENSE: In the event that it is necessary for an action at law or a suit in equity to be brought to establish, obtain or enforce any right by either of the parties under this lease, then the prevailing party in such action or suit shall be entitled to a reasonable attorney's fee allowance as well as the costs and disbursements of the action or suit.

IN WITNESS WHEREOF the City of Elgin, Oregon, a municipal corporation, pursuant to a resolution of its Council duly and legally adopted, has caused these presents to be executed by its Mayor and attested by its Recorder, and its corporate seal hereto affixed, and Elgin Chamber of Commerce, a corporation, pursuant to a resolution of its Board of Directors duly and legally adopted, has caused these presents to be executed by its _____ and attested by its _____ and its corporate seal to be hereunto affixed.

CITY OF ELGIN, OREGON, a municipal corporation

By _____
Mayor

Attest: _____
Recorder

ELGIN CHAMBER OF COMMERCE, a corporation

By _____

Attest: _____